corporation promises to pay have been performed before its organization, there would seem to be, in the absence of a novation, no consideration for its promise. See 14 Columbia Law Rev. 450. But where, as in the principal case, the services are still to be performed no such difficulty arises. Although there may be some question whether as a matter of fact there was an "adoption", *i. e.*, a new contract, in the principal case, the conclusions of law stated by the court are clearly correct. *Weatherford etc. Ry.* v. *Granger, supra.*

CORPORATIONS—RIGHT TO PRACTICE LAW.—Employees of the defendant corporation prepared a bill of sale and a chattel mortgage, for which a fee was charged. An information was filed charging the defendant with violating New York Penal Law § 280 entitled "Corporations and voluntary associations not to practice law". *Held,* the defendant was practicing law within the meaning of the statute. *People* v. *Title Guarantee & Trust Co.* (App. Div. 2nd Dep't. 1917) 168 N. Y. Supp. 278.

Statutes have been passed in many states prohibiting corporations from acting as attorneys, furnishing attorneys, or giving legal advice. The basis of such legislation has been the disfavor with which bar associations have looked upon the entry of corporations into the field of the law, since it is inconsistent with the personal nature of the relation between attorney and client. See *In re Co-operative Law Co.* (1910) 198 N. Y. 479, 92 N. E. 15; 17 Columbia Law Rev. 78. Moreover, the courts have regarded the furnishing by a corporation of an attorney in its employ to one of its own customers as raising the added objection of divided allegiance of the attorney between the corporation and the client. *People* v. *People's Trust Co.* (App. Div. 1917) 167 N. Y. Supp. 767. The practice of law is not limited to actual appearance in court, but comprises the giving of legal advice, including the preparation of instruments by which legal rights are secured, *Hill* v. *Evans* (1905) 114 Mo. App. 715, 91 S. W. 1022; see *Eley* v. *Miller* (1893) 7 Ind. App. 529, 34 N. E. 836; *In re Duncan* (1909) 83 S. C. 186, 65 S. E. 210, and properly covers, it is submitted, the drawing of bills of sale and chattel mortgages. Since laymen may prepare legal papers and give advice with reference to legal questions, *Dunlap* v. *Lebus* (1901) 112 Ky. 237, 65 S. W. 441, except when they hold themselves out as lawyers, see *In re Lizotte* (1911) 32 R. I. 386, 79 Atl. 960; 18 Columbia Law Rev. 80, it would seem that in the absence of a statutory prohibition corporations could under the same restrictions as private individuals perform these services. But since the wording of the New York statute clearly prohibits corporations from giving legal advice the decision in the principal case appears to be justified. *Cf. Hall* v. *Bishop* (N. Y. 1869) 3 Daly 109.

EVIDENCE—PRESUMPTION OF MARRIAGE BETWEEN WHITE AND COLORED PERSONS.—A, a white man, cohabited with B, his former slave, from the close of the Civil War until her death in 1890. In a suit under a statute making conveyances by deed of gift to illegitimate children of more than one-fourth of the estate void, the plaintiffs seek to set aside certain conveyances made by A to the defendants, his children by B. *Held,* since there is a presumption of fact against the marriage of a white person with a negro, the defendants must prove their legitimacy. *Tedder* v. *Tedder* (S. C. 1917) 94 S. E. 19.

Generally speaking, cohabitation and general repute raise a presumption of marriage, 1 Bishop, Marriage, Divorce, and Separation § 77; 4 Wigmore, Evidence § 2505 (1), especially where the bastardy of children is involved; since the policy of the law favors legitimacy and morality. *Teter* v. *Teter* (1884) 101 Ind. 129. But, when this presumption will result in holding a person guilty of a crime, such as bigamy, it is overcome by the counter presumption of innocence. *Bowman* v. *Little* (1905) 101 Md. 273, 61 Atl. 223, 657, 1084; *State* v. *Cooper* (1891) 103 Mo. 266, 15 S. W. 327; *Case* v. *Case* (1861) 17 Cal. 598. Accordingly, it has been held that, where miscegenation is a crime, as it is in most Southern states to-day, a marriage between a negro and a white person will not be presumed. *Armstrong* v. *Hodges* (1841) 41 Ky. 69; see *Oldham* v. *McIver* (1878) 49 Tex. 556. In the principal case, however, there was apparently no statutory impediment when the cohabitation began, and the reasoning of the bigamy cases cannot, therefore, be invoked. What few decisions on the point exist intimate that, where no criminality is involved, the presumption of marriage would arise; see *Dickerson* v. *Brown* (1873) 49 Miss. 357; *Bonds* v. *Foster* (1872) 36 Tex. 68; but none of these can be considered authority for the proposition. A Scotch court refused to presume a marriage between a noblewoman and her footman. See Bishop, *op. cit.* § 361. This situation is analogous to that of master and slave in this country. See *Armstrong* v. *Hodges, supra; Omohundro's Estate* (1870) 66 Pa. 113. Since the presumption under consideration is merely a rule of evidence, invoked to uphold what society regards as moral and decent, the principal case may readily be sustained, especially in view of the shock which bigential marriages occasion to the moral sensibilities of a Southern community.

GIFTS—INTER VIVOS—SHARES OF STOCK.—The owner of shares of stock in a bank wrote to its president, expressing her intention of making a present gift of $1,000 worth of said stock, and ordering him to make out and transfer to the intended donee a certificate for the same. He accepted the order, but suggested that a gift of $1,000 in money be substituted. The owner died before anything further was done. *Held,* there was a valid gift *inter vivos* of the shares of stock. *Estate of Carter* (Pa. O. C. 1918) 35 Lancaster Law Rev. 89.

To constitute a valid gift *inter vivos,* two elements must be present: first, an intention to make a gift; second, a surrender by the donor of dominion over the subject matter of the gift, and an investiture of the donee with control over it. *Reese* v. *Philadelphia Trust Co.* (1907) 218 Pa. 150, 67 Atl. 124. This may be done by a manual tradition of the object to the donee, *Newman* v. *Bost* (1898) 122 N. C. 524, 29 S. E. 848, or to some third party for him; *Nolen* v. *Harden* (1884) 43 Ark. 307; but this is not the only mode of transfer. A gift of a chose in action, which is not susceptible of physical delivery, may be made if the donor does something which amounts to a virtual relinquishment of control over the property. *Commonwealth* v. *Crompton* (1890) 137 Pa. 138, 20 Atl. 417; Schouler, Personal Property (5th ed.) § 87; *cf. Grover* v. *Grover* (1837) 41 Mass. 261. So a transfer of shares of corporate stock, in the name of the donee, on the books of the company, by which legal title is vested in the transferee, will constitute such an act. *Roberts' Appeal* (1877) 85 Pa. 84. Even where the donor delivers the certificate of stock with a power of attorney, *Reese* v. *Philadelphia Trust Co., supra,* or only the stock certificate, in which